

CONTRACT

This contract (the "Contract") entered into this _____ day of _____, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and COLEMAN TECHNOLOGIES, INC., hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, The Information Technology Department has a need to upgrade existing enterprise network infrastructure and add enhancements for the purpose of providing increased performance and access capabilities, including professional services to assist in performing the upgrades and implementing new technology; and

WHEREAS, A Request for Proposals (RFP #08-001-38) for the purchase of network infrastructure upgrades, enhancements and professional services was issued, and the lowest and best bid was submitted by the CONTRACTOR, hereinafter incorporated as if stated verbatim and referred to collectively as Exhibit "A"; and

WHEREAS, The proposed network refresh and enhancement solution will be purchased in two (2) phases, this contract represents the Phase 2 purchase from the FY2008-2009 CIP Project 909-101714-7024, Computer Equipment;

WHEREAS, the CONTRACTOR has the knowledge and expertise to provide such services; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall provide the equipment and services as outlined within the section of the Proposal Response

entitled "Scope of Services" attached hereto as Exhibit A and incorporated herein by reference. The equipment under this Agreement shall be purchased under the Phase 2 Equipment Purchase Plan attached hereto as Exhibit "B" and incorporated herein by reference. Collectively both Exhibits are hereinafter referred to as the "Scope of Services".

II. TERM AND COMPENSATION

1. The Contract period is effective from the full execution of the contract and will continue through project completion that shall be no later than June 30, 2010. This Contract shall be continuous and remain in effect unless same is earlier terminated by either party in accordance with the terms of this Contract.
2. The COUNTY agrees to compensate the CONTRACTOR for the specified equipment and services the sum total not to exceed EIGHT HUNDRED AND EIGHTEEN THOUSAND TWO HUNDRED AND FOURTY EIGHT 20/100 (\$818,248.20) Dollars (the "Fee") for the duration of the Contract which is anticipated to run until completion of the project.
3. The COUNTY is not obligated to expend any fixed dollar amount under this Contract, and the CONTRACTOR hereby agrees that equipment and services defined in the Scope of Services found in the collective Exhibits may be purchased on an as needed basis. The purchase of any items defined in the Scope of Services under this Contract must be authorized by purchase order issued by the County's Purchasing Department.
4. The COUNTY shall pay for the equipment and services in Exhibit B as needed.
5. All prices set forth in the Price List shall be firm from contract execution date and will continue through June 30, 2009. The CONTRACTOR and the COUNTY may mutually negotiate new prices based upon the same pricing format of the Price List for items required after June 30, 2009.
6. The CONTRACTOR shall submit invoices to the COUNTY upon completion of each request for services. Invoices shall be submitted in duplicate to the address set forth in Paragraph 32 of this Contract. COUNTY shall pay such invoices within Thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR'S non-performance or negligent performance of any of the Services under this Contract.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified

herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the Contractor's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met. The COUNTY specifically reserves the right to request reports on an as needed basis if a determination is made that more frequent reports are required.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval;
 - iii) CONTRACTOR has filed bankruptcy, become insolvent

or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets, or

- iv) The County has the option to cancel the Agreement and/or any Renewals if the County is put on notice of legal problems with CONTRACTOR or any of its principals, partners, corporate officers, or agents, involving allegations of dishonesty, improper business conduct, or criminal activity. Cancellation under this provision shall be immediate and effective upon notice. The County reserves the right to exercise this provision at its discretion and any decision rendered by the County under this provision constitutes a final determination of the matter the public welfare requiring it.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for Contractor's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any Contractor's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract. Additionally, the CONTRACTOR, either independently or through its insurance, agrees to reimburse the COUNTY for any direct or incidental damages resulting from the CONTRACTORS' mistakes and/or negligence including but not limited to loss of service, employee wages, loss of revenue, damage to equipment.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or Contractor to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee,

gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon request.

| 12. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

- b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its subcontractors regarding any matter resulting from or relating to Contractor's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof.

The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This

includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

23. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide Contractor's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from Contractor's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or Contractor's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONTRACTOR shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

26. LIVING WAGE ORDINANCE

In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

27. RIGHT TO REQUEST REMOVAL OF Contractor's EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

- a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
 - i) Professional Liability Insurance - \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims-made.
 - ii) Commercial General Liability Insurance - \$1,000,000.00 limit per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General Aggregate/\$2,000,000.00 Products-completed Operations Aggregate, indicating the coverage is

provided on a claims-made or on an occurrence basis. The insurance shall include coverage for the following:

- a. Premises/Operation;
 - b. X,C, & U;
 - c. Products/Completed Operations;
 - d. Contractual;
 - e. Independent Contractors;
 - f. Broad Form Property Coverage;
 - g. Personal Injury.
- iii) Workers Compensation and Employers' Liability Insurance - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000.00 per accident.
- iv) Business Automobile Liability Insurance - \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased autos, non-owned autos and hired autos.
- c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Information Technology
160 N. Main Street, Suite 700
Memphis, Tennessee 38103
Attn.: IT Administration

and

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

VENDOR: Coleman Technologies, Inc.
Kirk Sawyer, VP & CFO
20 N. Orange Ave, Suite 300
Orlando, Florida 32801

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED:

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

A C Wharton, Jr., Mayor

Coleman Technologies, Inc.

BY: _____

TITLE: _____

Kirk Sawyer
cfo


CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF OSCEOLA

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared KIRK SAWYER, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the SHELBY COUNTY GOV., the within named bargainor, a corporation, and that he as such CFO, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as CFO.

WITNESS my hand and official seal at office this 3 day of NOVEMBER, 2008.



Notary Public

My Commission Expires: Oct 2, 2011

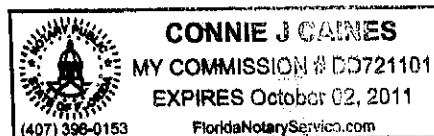


EXHIBIT A
Scope of Services

**SHELBY COUNTY GOVERNMENT
OFFICE OF EQUAL OPPORTUNITY COMPLIANCE
CONTRACT COMPLIANCE ELIGIBILITY CERTIFICATE**

Tuesday, June 03, 2008

Company **COLEMAN TECHNOLOGIES, INC. (MPHS. DIV.)**
60 GERMANTOWN COURT, SUITE 112
MEMPHIS, TN 38018

Total Number of Employees: 5

Company Type:
Vendor
Service

Pursuant to section 7(c) and 7(g) of the Shelby County Restructure Act of 1974, and Resolution #17, October 20, 1986 of the Board of Commissioners, the statistics submitted by this firm have been reviewed and determined:

to be in compliance with the standards set forth in Resolution #17 and therefore is eligible to submit bids for contracts with Shelby County Government. The following Contract Compliance Eligibility number has been issued, which must be displayed on the outside of each bid envelope. The first four digits indicate expiration date of this number (MMYY), after which a review will be required.

EOC Number: **EOC-VS-0409-12757**

Expiration Date: **Thursday, April 30, 2009**



**Carolyn Watkins, Administrator
Office of Equal Opportunity Compliance**



Coleman Technologies, Inc.

20 N. Orange Avenue, Suite 300
Orlando, Florida 32801
Phone: (407) 481-8600
Fax: (407) 481-8618

ATTACHMENT

Proposal Response Sheet

Cisco Network Equipment Refresh & Enhancements, RFP # 08-001-38

Name of firm: Coleman Technologies, Inc.
Firm's Website: www.ctiusa.com

Mailing Address:
60 Germantown Court, Suite 112
Memphis, TN 38018
Phone: 901-275-4425
Fax: 407-650-9769

Remit Address:
20 N. Orange Avenue, Suite 300
Orlando, FL 32801
Phone: 407-481-8600
Fax: 407-481-8618
Payment Terms: Net 30

Authorized Representative: [Signature] 2/26/08 Print: Kirk Sawyer, VP & CFO
Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)
Email address: ksawyer@ctiusa.com

The signature above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

EOC #: EOC-VS-1102

Check here if you qualify as a MBE _____, or WBE _____
(Minority or Woman owned Business Enterprise) If so, please indicate the classification below:
☐ African American ☐ Hispanic American ☐ Asian American ☐ Native American ☐ Other _____

_____ Check here if you qualify as an LOSB (Locally owned Small Business)

RFP UTILIZATION REPORT

	MALE					FEMALE					
	Subtotal	White	African American	Hispanic	Asian Pacific Islander	Other	White	African American	Hispanic	Asian Pacific Islander	Other
Overall Total	1	1									
Management	4	4									
Professional											
Technicians											
Sales Workers	1						1				
Office and Clerical											
Crafts and Labor (skilled)											
Nonproductive											
Unemployed											
Service Workers											
Totals											

How was the above information as to race or ethnicity established?

☒ A) Visual Survey ☐ B) Employee Records

Please list the date for employment information reported: ☐ Other Please Specify:

The Concept of race used by the Equal Employment Opportunity Commission does not denote clear-cut scientific definitions of anthropologic origin. For the purpose of this report an employee may be included in the group to which he or she appears to belong, identities with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic category

NOTE: 1 The Category "HISPANIC" while not a race identification is included as separate race/ethnic category because of the employment discrimination often encountered by this group; for this reason do not include HISPANIC under either "white" or "black".

For the purpose of this report the following race/ethnic categories will be used:

a) The Category "White" (not of Hispanic origins): All persons having origins in any of the original peoples of Europe North Africa or Middle East.

b) The Category "African American" persons having origins in any of the original peoples of Africa

c) The Category "Hispanic" All persons of Mexican, Puerto Rican, Cuban, Central or South American. For other Spanish culture regardless of race

d) The Category "Asian or Pacific Islander". All

persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-Continent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands, and Samoa

e) The Category "American Indian or Alaskan Native". All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation community recognition

Source: Bureau of the Census

Proposal

For:

**Cisco Network Equipment Refresh &
Enhancements, RFP # 08-001-38**

Prepared For:

**Shelby County Government
Purchasing Department**

Submitted to:

**Shelby County Government
160 North Main, Suite 550
Memphis, TN 38103**

Document ID: CTI0181-080311

Submittal Date: 14 March 2008

Prepared By:



**Coleman Technologies, Inc.
60 Germantown Court, Suite 112
Memphis, TN 38018
Phone: 901-275-4425
Fax: 407-650-9769**

This document contains information and data which is proprietary to CTI that shall not be disclosed outside CTI and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose except to evaluate this response.

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1.0 EXECUTIVE OVERVIEW

Coleman Technologies, Inc. (CTI) is pleased to respond to Shelby County Government (SCG) RFP # 08-001-38 for Cisco Network Equipment Refresh & Enhancements. CTI currently holds TN State Contract # 4033333, SWC385 for supplying Cisco hardware, software, SMARTnet maintenance, and CTI Professional Services to TN State & Local Government Entities.

The pricing in this proposal reflects TN State Contract discount rates of 45% off Cisco hardware, 100% off 8x5xNext Business Day SMARTnet for year one, 20% off other SMARTnet levels and terms, and \$100.00 per hour for CTI Professional Services. These rates apply not only for the equipment specified in this RFP, but for any additional Cisco equipment SCG may choose to purchase during the term of the contract. This contractual vehicle will make it easy for SCG to make changes to the project as needed.

CTI understands the importance of supporting Locally-Owned Small Businesses (LOSBS) and has negotiated pricing with LOSB, LAN One, to fulfill up to 10% of the optional installation services section of this RFP. CTI's current Gold Partner agreement with Cisco Systems, Inc. requires CTI to purchase Cisco equipment directly from Cisco or from a Cisco-authorized Distributor. CTI is also required to sell directly to the end-user. Subcontracting any of the Cisco hardware portion of this bid would be a violation of Cisco's Gold Partner agreement. Therefore, CTI is unable to meet SCG's goal of 10% LOSB participation for the hardware.

To facilitate the acquisition contemplated in this proposal, CTI has negotiated with Cisco Systems Capital Corporation to offer SCG a very attractive financing option. This option is structured to offer a 5- year, 0% tax-exempt rate to SCG through its status as a public entity.

Cisco Capital has negotiated many financing agreements with government entities and understands their unique requirements. Cisco Capital documentation includes a "non-appropriations clause" that allows SCG to terminate the financing in the event that its governing body does not appropriate funds to continue payment into a subsequent fiscal year. Complete documentation from Cisco Capital will be provided at contract award.

CTI has significant experience working with the current SCG IT staff. CTI is familiar with the SCG network and IT staff and is therefore uniquely qualified to provide the services requested in this RFP. We look forward to continuing to serve as SCG's trusted technology partner.

Please direct any questions regarding this response to:

Susan Stewart, Account Manager - (901)-275-4425 – ss Stewart@ctiusa.com



2.0 COMPREHENSIVE RESPONSE

Outline of how respondent can meet or exceed the minimum requirements

CTI acknowledges and agrees to comply with minimum requirements in Section II of RFP# 08-001-38:

1. Respond completely with proposed pricing to the requested Cisco equipment specifications.
Please see Section 3 of this response.
2. One (1) year of Smartnet maintenance must be included in the proposed pricing.
Please see Section 3 of this response.
3. Provide optional pricing for installation labor.
Please see Section 3 of this response.
4. Provide a list of 3 references that similar equipment & services have been provided to in the last five (5) years.
Please see Section 5 of this response.
5. Apply for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in section VII General Requirement/e. Selection Criteria*)
CTI currently holds EOC# EOC-VS-1102. A copy of this certificate is included in Appendix C
6. Adhere to all Title VI requirements and provide proof/documentation if necessary
Documentation provided upon request.

A. DETAIL OF HOW THE RESPONDENT IS QUALIFIED TO PROVIDE THE SERVICES REQUIRED

CTI is an award winning engineering firm founded in 1995 and rooted in the aerospace industry. The attention to detail and engineering precision required for rocket and missile systems is also practiced with our advanced IT solution services. CTI has worked closely with education, government and public sector customers since our inception. This section is provided to briefly describe the key benefits and advantages CTI will provide to Shelby County Government.

Regional Commitment

Although CTI provides services throughout the country and across the globe, we also share a regional footprint with Shelby County. At present CTI employs 7 individuals dedicated to business activities in our Memphis regional office with additional support from neighboring offices. These employees have a tenure starting as early as 2005. Our current staffing plan provides for close to that number of new hires in the region over the next year. Additionally, other nearby regional offices also provides support to the Memphis operation including Knoxville, Nashville and Birmingham resulting in 20+ engineers available for support.

The table below illustrates the principle members of our Memphis team. Many other corporate support resources will also have significant involvement as it relates to order processing, equipment shipping and delivery dates, equipment staging and asset inventory. During contract negotiations CTI will provide detailed employee resumes and references upon request.

Name/Title	Title / Role	Other
Tim Meister	Director – Central Region <ul style="list-style-type: none">Provide senior oversight of Coleman TeamResponsible for any executive escalationResponsible for negotiating pricing with CiscoWork with CTI accounting team to review invoices and manage billings	
Susan Stewart	Account Manager <ul style="list-style-type: none">Primary customer liaison and advocateResponsible for managing customer expectationsResponsible for managing Coleman/MCS communicationsResponsible for overall customer satisfaction	
Brian Vogelsang	Regional Manager – Central Region <ul style="list-style-type: none">Responsible for service deliveryProvide senior oversight to technical leads in fieldResponsible for assuring the quality, completeness, business functionality and overall project deliverables/documentation	Cisco Certified
Joseph Goforth	Project Manager/Engineering Lead <ul style="list-style-type: none">Point of Contact for Project Management including status meetings/reports and change management processesResponsible for coordination of product fulfillment	Cisco Certified

Name/Title	Title / Role	Other
	<ul style="list-style-type: none"> ▪ Responsible for equipment order status, delivery dates and RMAs if necessary ▪ Responsible for escalation to senior management for problem resolution 	
Vince Mashburn	Senior Network Engineer <ul style="list-style-type: none"> ▪ Technical Lead for Installation Team 	Cisco Certified
Mike Bowen	Network Engineer <ul style="list-style-type: none"> ▪ Technical Lead for Installation Team 	Cisco Certified
Stephen Montgomery	Senior Network Engineer <ul style="list-style-type: none"> ▪ Technical Lead for Installation Team 	Cisco Certified

Leading Gold Partner

As Cisco's leading Gold partner in the eastern United States we have an established team of resources to support all areas of a project life-cycle for customers throughout Tennessee. The design, planning, implementation and management of Cisco solutions have been one of our core competencies for over 13 years. This experience enables us to develop a standard methodology for delivering equipment and professional services which reduces contract administration complexity, lowers services and equipment costs, and improves project success rates.

Standard Project Delivery Methodology

Our project approach is grounded with a standard methodology centered on process, planning, training and concise execution. This ensures a consistent project deliverable with minimal business interruption. The process results in a success rate with all projects that our competitors do not typically deliver. Additionally, the approach provides very rapid technology and operational adaptation by providing Shelby County Government access to the new technology very quickly.

Unique Cisco Technology Credentials

CTI is well credentialed with more than 20 unique Cisco certifications and specializations. Roughly half of these authorizations are not possessed by most other partners. This expertise allows access to greater engineering depth across a more diverse set of emerging technologies. Our unparalleled employee commitment provides the platform upon which our corporate credentials are maintained and enhanced. As a result of this commitment to excellence Coleman currently possesses the following corporate credentials. Please note these credentials not only include those from Cisco, but other manufacturers we currently support.

Cisco Corporate Credentials

- Gold Partner – DVAR (since 1999)
 - **Masters Certified in Unified Communications and Security**
 - One of the very first Cisco Partners Worldwide
 - Advanced Unified Communications
 - Advanced Routing & Switching Specialization



- Advanced Security Specialization
- Advanced Wireless Specialization
- ATP – UCC Enterprise (since 2001)
- ATP – Customer Voice Portal (CVP) ~ *1st Cisco Partner worldwide*
- ATP – 3200-Hardware Development Integrator (HDI)
- ATP – Rich Media Communications Specialization
- ATP – Optical Transport Specialization
- ATP – Outdoor Wireless Mesh
- ATP – IP Interoperability & Collaboration Systems (IPICS) ~ *1st Cisco Partner worldwide*
- ATP – Telepresence
- ATP – Network Hosted Storage
- ATP – Physical Security

Other Corporate Credentials

- Microsoft Gold Partner for Enterprise Solutions
- Microsoft Security Solutions Competency
- Microsoft Information Worker Competency
- Microsoft OEM Solutions / Mobility
- Microsoft Authorized Education Reseller
- Citrix Silver Partner
- Hitachi Data Systems Gold Solutions Partner
- CommVault Enterprise Solution Partner
- ADIC Enterprise Reseller

Throughout the course of our exemplary performance with Cisco Systems, Coleman has been recognized and awarded for engineering excellence. The table below is provided to describe a few of our select industry awards.

Award	Awarded by	Date	Description
Central Florida Technology Fast 500 - Ranked # 1	Deloitte & Touche	2000	Each year Deloitte & Touche presents the Fast 500 awards to the fastest growing technology companies in a designated high technology region in order to recognize the phenomenal achievements and contributions of these firms. Central Florida is one of the 21 high technology regions in the United States eligible for award consideration.
Florida Sheriff Association Silver Business Member	Florida Sheriff Association	2000	Recognized for sincere commitment to helping Florida sheriffs provide strong local law enforcement
Central Florida Technology Fast 500	Deloitte & Touche	2001	Each year Deloitte & Touche presents the Fast 500 awards to the fastest growing technology companies in a designated high technology region in order to recognize the phenomenal achievements and contributions of these firms. Central Florida is one of the 21 high technology regions in the United States eligible for award consideration.
Florida Technology High Corridor Technology Fast 50	Deloitte & Touche	2001	The Technology Fast 50 program honors the fastest growing technology companies headquartered in Florida's high tech corridor. Rankings are based on revenue growth over a five-year period.

Florida Technology High Corridor Technology Fast 50	Deloitte & Touche	2001	The Technology Fast 50 program honors the fastest growing technology companies headquartered in Florida's high tech corridor. Rankings are based on revenue growth over a five-year period.
Central Florida Technology Fast 500	Deloitte & Touche	2002	Ranked # 385. Each year Deloitte & Touche presents the Fast 500 awards to the fastest growing technology companies in a designated high technology region in order to recognize the phenomenal achievements and contributions of these firms. Central Florida is one of the 21 high technology regions in the United States eligible for award consideration.
Florida Technology High Corridor Technology Fast 50	Deloitte & Touche	2002	The Technology Fast 50 program honors the fastest growing technology companies headquartered in Florida's high tech corridor. Rankings are based on revenue growth over a five-year period.
Entrepreneur of the Year Award	Ernst & Young	2002	Technology Services Entrepreneur Of The Year – Benjamin J. Patz, Founder. Florida winners are now eligible for the National Entrepreneur Of The Year awards, which are designed to honor outstanding owners of fast-growing companies who have demonstrated excellence and extraordinary success in such areas as innovation, financial performance, and personal commitment to their businesses and communities.
2002 US Regional DVAR of the Year, Southeast	Cisco Systems	2003	Recognized as DVAR partner of the year in Cisco's Southeastern United States region
2002 US Top New Service Sales Execution	Cisco Systems	2003	Recognized for top performance by focusing on customer satisfaction, developing technical expertise and delivering value added services.
2003 US DVAR Service Partner of the Year Southeast	Cisco Systems	2004	The Cisco Global Awards are conferred to partners who meet a specific set of requirements, which are designed to identify the best global channel partner in each category. Cisco has also built a formalized nomination and selection process that begins with each sales theater identifying and nominating a channel partner for each category. These nominations are reviewed and a collective group that includes Cisco worldwide channels and theater channel executives makes final selections.
2003 US Outstanding Performance in Advanced Technologies Southeast	Cisco Systems	2004	The Cisco Global Awards are conferred to partners who meet a specific set of requirements, which are designed to identify the best global channel partner in each category. Cisco has also built a formalized nomination and selection process that begins with each sales theater identifying and nominating a channel partner for each category. These nominations are reviewed and a collective group that includes Cisco worldwide channels and theater channel executives makes final selections.
Ranked, Florida Private 200	Florida Trend Magazine	2004	The Florida Private 200 highlights the largest privately held businesses based in Florida. The list reflects Florida's diverse economy, with companies located across the state covering a range of industries, from clothing retail to industrial aircraft production.

2004 US Outstanding Performance in Security South	Cisco Systems	2005	The Cisco Global Awards are conferred to partners who meet a specific set of requirements, which are designed to identify the best channel partner in each category. Cisco has also built a formalized nomination and selection process that begins with each sales theater identifying and nominating a channel partner for each category. These nominations are reviewed and a collective group that includes Cisco worldwide channels and theater channel executives makes final selections. All of the global and theater Partner of the Year awards are in compliance with the requirements of the Cisco Channel Partner Program and customer satisfaction as its foundational criterion. Recognized as top-performing partner in Cisco's Southern United States region in Security
2004 US Outstanding Performance in Security US	Cisco Systems	2005	The Cisco Global Awards are conferred to partners who meet a specific set of requirements, which are designed to identify the best channel partner in each category. Cisco has also built a formalized nomination and selection process that begins with each sales theater identifying and nominating a channel partner for each category. These nominations are reviewed and a collective group that includes Cisco worldwide channels and theater channel executives makes final selections. All of the global and theater Partner of the Year awards are in compliance with the requirements of the Cisco Channel Partner Program and customer satisfaction as its foundational criterion. Recognized as top-performing Cisco partner in Security in the United States
Outstanding Sales & Partnership	Ingram Micro	2005	
2005 US Outstanding Performance in Voice Applications, South	Cisco Systems	2006	Recognized as top-performing partner in Cisco's Southern United States region in Voice Applications
Technology Fast 500 - Fastest Growing Company in North America - Ranked # 419	Deloitte & Touche	2006	
Central Florida Golden 100 - Ranked CTI was awarded the following awards for the 2005 period: • Ranked #1 Largest Newcomer to the List • Ranked #1 Fastest Growing Technology Company: Annual Growth Rate of 54% • Ranked 2nd Largest Technology Company • Ranked 30th Largest Overall	Orlando Business Journal	2006	

CTI exemplifies the standard for engineering excellence for network design and implementation services by maintaining the most technically adept, the most skilled and the greatest



concentration of qualified staff in the southeast United States. The following tables provide a recent snapshot of the depth of our engineering expertise in terms of employee certifications.

Employee Certifications		Quantity
CCNA	Cisco Certified Network Associate	89
CCNP	Cisco Certified Network Professional	43
CCSP	Cisco Certified Security Professional	14
CCDP	Cisco Certified Design Professional	16
CCVP	Cisco Certified Voice Professional	27
CCIE*	Cisco Certified Internetworking Expert	19

* Including Route/Switch, Voice and Security

Coleman Employee Certifications - Cisco

Employee Certifications		Quantity
MCSE	Microsoft Certified Systems Engineer (2000 and above)	20
MCSE-S	Microsoft Certified Systems Engineer – Security	5
MCT	Microsoft Certified Trainer	1
CISA	Certified Information System Auditor	4
CISM	Certified Information Systems Manager	1
CISSP	Certified Information Systems Security Professional	6
NSA IAM	National Security Agency INFOSEC Assessment Methodology	1
CCA	Citrix Certified Administrator	4
CCEA	Citrix Certified Enterprise Administrator	1
PMP	Project Management Professional	4

1 - Coleman Employee Certifications – Non-Cisco

B. A DETAILED DESCRIPTION OF THE APPROACH FOR ACCOMPLISHING THE SERVICES

CTI can support many different project types ranging from Network Management to complex IP routing issues. On any given occasion, CTI can provide engineering talent to Shelby County that will be able to support a variety of different requirements. As an organization we can work as a “back up” to your existing staff as well as providing staff augmentation to train, implement and troubleshoot your network infrastructure, phone system, security, and even desktops, and operating systems.

The contract will lock in access to a diverse pool of engineering resources. In addition, CTI will dedicate a team of engineers to fully learn the architecture of the Shelby County Government network so that we can provide complete coverage as needed.



CTI's Consulting Services include a comprehensive set of strategic analysis tools, networking solutions and strategies that help you meet your organization's business goals. These services incorporate strategies for selecting, deploying, and integrating the right technologies, products and applications for your business. You can choose from a flexible set of networking solutions, consulting services, products, and support programs to facilitate your network design, from initial planning to installation and management.

CTI's Consultants provide complete project management services, ensuring seamless service delivery. They offer high quality network design capabilities, extensive communications product knowledge and significant experience across multiple manufacturer platforms, network operating systems, topologies and protocol sets. Our Consultants are certified on Novell, Microsoft, UNIX, and Linux Operating Systems; Intel, Cisco Systems, Nortel Networks, Lucent, and 3Com networking products; as well as Compaq, Dell and EMC systems, servers, network and enterprise storage solutions.

This strong expertise can help you evaluate how your organization can benefit from new and emerging technologies such as Voice over IP, Contact Management Centers, Wireless Data, and Remote Access/Telecommuting. We are able to offer this broad range of integrated solutions with CTI as the single source due to the depth of our experienced staff.

CTI partners with several manufacturers in each product category in order to provide objective, "BEST of BREED" manufacturer-independent choices and to ensure the optimum networking solution for your communications requirements.

Our project implementation approach is based on a migration rather than a forklift replacement of the existing network system. Coleman will execute the project based on a detailed and well defined implementation plan and project schedule.

While developing the project schedule Coleman and SCG will develop the most appropriate sequence of sites such that interruptions to operations are kept at a minimum. Other critical factors include the necessity for a fairly aggressive project schedule in order to minimize the cost and time of the migration. Coleman will provide persistent project management and engineering oversight in order to deliver on time, within budget and with minimal impact to the organization.

Special attention is drawn to the comprehensive level of detail we propose for this project.

Task 1 - Detailed Business and Technical Discovery

Network Planning and Design addresses both business and technical requirements. We incorporate a step-by-step needs analysis of your current and future business requirements, the physical plant, present and future applications, network capacity and growth plans, geographic scope, traffic volume, budget, support requirements, and cost of ownership.

Item 1 - Business Discovery



CTI will perform detailed business discovery to determine the desired day to day functionality required by SCG. This task involves personal interviews with SCG IT personnel to understand the functional expectations of the system. CTI will execute this task with full involvement of SCG IT staff.

Item 2 - Technical Discovery

Perform detailed technical discovery and engineering assessment to determine the configuration of the current system to understand the integration procedures and to meet the requirements identified in item #1 above. CTI will execute this task with full involvement of SCG IT staff.

Task 2 – Develop Detailed Design Document (DDD)

A Detailed Design Workshop will be completed between CTI and Shelby County IT Department. This workshop considers design scenario's, future growth, and best practices across the board. Out of the workshop, a Detailed Design Document will be created that details all configurations and designs agreed upon by both parties, and this document is used to implement the network going forward. In the planning stage, other considerations are key operational factors and requirements such as network structure and topology, transmission means, line speeds, and bandwidth; as well as access methods and cabling.

The task is to develop a design and configuration strategy to bridge the gap between items #1 and #2 above according to best engineering practices published by Cisco Systems and CTI. CTI will execute this task with full involvement of SCG IT staff. The expected outcomes of this task are provided here:

- Development of detailed design documentation suitable for implementation
- Procurement of necessary hardware/software and maintenance support from Cisco
- Arrive at a *converged operational approach* for the implementation/remediation

CTI and SCG will begin project deployment by creating a project plan and conducting an in-depth design workshop. CTI will conduct a thorough interview to fully understand the business and technical needs. A Detailed Design Document (DDD) will then be created that will outline the decisions made during the design workshop.

This document will be delivered to the SCG and acceptance by SCG is required prior to equipment configuration. Network Engineers from Coleman Technologies Inc. will use this document as a guide to configure the network.

This phase will include the following steps:

- Work with SCG to understand the existing environment and to better estimate the proposed equipment requirements.
- Configuration development for all proposed equipment.
- Develop an implementation-specific network diagram with input from the Customer and/or the design team.

Task 3 - Implementation and Deployment Services

Network Implementation and Integration Services provide you with the level of assistance compatible with your specific networking requirements and in-house capabilities. Depending on your needs, CTI can assume primary responsibility for the entire network or share responsibility with your in-house technical staff. Services may be as comprehensive as an integrated solution, encompassing every step from design to product integration and network certification. For this proposal CTI will work along with SCG IT staff to build and test the network products on-site and to implement them at the appropriate time.

In this task, CTI will perform implementation and configuration services to bring the system to the agreed terms of operational capacity. CTI will execute this task with full involvement of SCG telecommunications and data networking staff.

Task 4 - Knowledge Transfer and Training

CTI will provide the appropriate documentation and knowledge transfer to SCG staff to make certain the long term operational stability of the resulting solution. CTI will execute this task with full involvement of SCG IT staff. CTI will provide training for the system administrators. This training consists of up to 24 hours of basic administration training, basic troubleshooting, and review of the system configuration. This training can be custom tailored during the design workshop.

Task 5 - Project Management and Delivery of Documentation

CTI believes that project planning is the key to a successful implementation. That's why every CTI project is supervised by a Project Manager who begins with a statement of work that clearly defines the scope of the project, the tasks to be performed, the location where the task will be performed, the responsible parties and a timeline of the project. Armed with this statement of work, the Project Manager utilizes CTI's extensive resources to expedite the project from beginning to end, and to ensure that your expectations and requirements are completely satisfied.

- CTI will provide a single point of contact for all project support issues within the scope of this project. Such person shall have the authority to remotely act on all CTI aspects of the Services.
- Participate in regularly scheduled Customer project meetings.
- Develop, deliver and present the Detailed Design Document for formal review and acceptance.
- Deliver any site survey reports, site readiness recommendations, and equipment configurations.
- Act as the management contact focal point for project scheduling, coordination, change control, escalation, staging, installation and acceptance activities for the CTI implementation team effort under this SOW.
- Communicate with Service Provider on circuit turn-up schedule and any circuit issues if necessary.
- Provide regular status reports of tasks completed and any issues or concerns.

3.0 COSTS AND FEES

C. CORE HARDWARE PRICING:

Shelby County Pricing Sheet

WS-C6504-E Core 1	WS-C6504-E	Catalyst 6500 Enhanced 4-slot chassis, 5RU, no PS, no Fan Tray	1	\$1,650.00	\$1,650.00
Fan Tray Options					
FAN-MOD-4HS	FAN-MOD-4HS	High-Speed Fan Module for 7604/6504-E	1	\$ -	\$ -
Module Option 1					
Supervisor Options					
WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$15,400.00	\$15,400.00
Compact Flash Options					
MEM-C6K-CPTFL256M	MEM-C6K-CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1	\$495.00	\$495.00
MSFC2 DRAM Options					
MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$ -	\$ -
RF Boot Flash Upgrade Options					
BF-S720-64MB-RP	BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	1	\$ -	\$ -
SP Boot Flash Upgrade Options					
CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF included)	1	\$ -	\$ -
Flash Memory Options					
MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$ -	\$ -
Supervisor DRAM Options					
MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$ -	\$ -
Module Option 2					

Ethernet Modules								
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00		\$8,250.00		
Distributed Forwarding Card Option								
WS-F6700-DFC3B	WS-F6700-DFC3B	Catalyst 6500 Dist Fwd Card, 256K Routes for WS-X67xx	1	\$4,125.00		\$4,125.00		
Memory Option								
MEM-XCEF720-512M	MEM-XCEF720-512M	Cat 6500 512MB DDR, xCEF720 (67xx interface, DFC3A/DFC3B)	1	\$2,640.00		\$2,640.00		
Power Cord Options								
CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	2	\$-		\$-		
Power Supply Options								
PWR-2700-AC/4	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E	1	\$1,650.00		\$1,650.00		
PWR-2700-AC/4	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E	1	\$1,650.00		\$1,650.00		
Software Options								
Supervisor 720 Software								
Native IOS								
S733ESK9-12218SXF	S733ESK9-12218SXF	Cisco CAT6000-SUP720 IOS ENTERPRISE SERVICES SSH	1	\$4,400.00		\$4,400.00		
CON-SNT-WSC6504E	CON-SNT-WSC6504E	SMARtinet 8x5xNBD	1	\$-		\$-		
				WS-C6504-E 160 Core - Total Price				
				\$ 40,260.00				
WS-C6504-E Core 2	WS-C6504-E	Catalyst 6500 Enhanced 4-slot chassis,5RU,no PS,no Fan Tray	1	\$1,650.00		\$1,650.00		
Fan Tray Options								
FAN-MOD-4HS	FAN-MOD-4HS	High-Speed Fan Module for 7604/6504-E	1	\$-		\$-		
Module Option 1								
Supervisor Options								

WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$ 15,400.00	\$ 15,400.00
Compact Flash Options					
MEM-C6K-CPTFL256M	MEM-C6K-CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1	\$ 495.00	\$ 495.00
MSFC2 DRAM Options					
MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$-	\$ -
RF Boot Flash Upgrade Options					
BF-S720-64MB-RP	BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	1		
SP Boot Flash Upgrade Options					
CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF included)	1	\$-	\$ -
Flash Memory Options					
MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$-	\$ -
Supervisor DRAM Options					
MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$-	\$ -
Module Option 2					
Ethernet Modules					
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-DFC3B	WS-F6700-DFC3B	Catalyst 6500 Dist Fwd Card, 256K Routes for WS-X67xx	1	\$4,125.00	\$4,125.00
Memory Option					
MEM-XCEF720-512M	MEM-XCEF720-512M	Cat 6500 512MB DDR, xCEF720 (67xx interface, DFC3A/DFC3B)	1	\$2,640.00	\$2,640.00
Power Cord Options					
CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	2	\$-	\$ -
Power Supply Options					
PWR-2700-AC/4	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E	1	\$1,650.00	\$1,650.00

PWR-2700-AC/4	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E	1	\$1,650.00	\$1,650.00
Software Options					
Supervisor 720 Software					
Native IOS					
S73ESK9-12218SXF	S73ESK9-12218SXF	Cisco CAT6000-SUP720 IOS ENTERPRISE SERVICES SSH	1	\$4,400.00	\$4,400.00
Cisco Smartnet	CON-SNT-WSC6504E	1 year 8x5 NBD Smartnet Coverage	1	\$-	\$-
WS-C6504-E 201 Core - Total Price \$ 40,260.00					
WS-C6509-E 201_DistBk_S1	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis, 15RU, no PS, no Fan Tray	1	\$5,225.00	\$5,225.00
Fan Tray Options					
WS-C6509-E-FAN	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1	\$ 272.25	\$ 272.25
Module Option 1					
Supervisor Options					
WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$ 15,400.00	\$ 15,400.00
Compact Flash Options					
MEM-C6K-CPTFL256M	MEM-C6K-CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1	\$ 495.00	\$ 495.00
MSFC2 DRAM Options					
MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$-	\$-
RF Boot Flash Upgrade Options					
BF-S720-64MB-RP	BF-S720-64MB-RP	Boothflash for SUP720-64MB-RP	1	\$-	\$-
SP Boot Flash Upgrade Options					
CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF included)	1	\$-	\$-
Flash Memory Options					
MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$-	\$-
Supervisor DRAM Options					

MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$-	\$-
Module Option 2					
Ethernet Modules					
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 5					
Ethernet Modules					
WS-X6748-GE-TX	WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 7					
Services Module Options					
WS-SVC-NAM-2	WS-SVC-NAM-2	Catalyst 6500 Network Analysis Module-2	1	\$16,497.25	\$16,497.25
NAM Software Options					
SC-SVC-NAM-3.5	SC-SVC-NAM-3.5	Cisco Catalyst 6500 Series NAM Software 3.5	1	\$-	\$-
Power Cables					
2500W, 3000W, and 6000W Power Cables					
CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	4	\$-	\$-
Power Supply Options					

WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
Software Options					
Supervisor 720 Software					
Native IOS					
S733ISK9-12218SXF	S733ISK9-12218SXF	Cisco CAT6000-SUP720 IOS IP SERVICES SSH	1	\$-	\$-
Cisco Smartnet	CON-SNT-WS-C6509	1 year 8x5 NBD Smartnet Coverage	1	\$-	\$-
	CON-SNT-WSSVNAME2	SMARTNET 8X5XNBD Catalyst 6500 Networ	1	\$-	\$-
WS-C6509-E 201 DistBk S1 - Total Price \$ 59,889.50					
WS-C6509-E 201 DistBk S2	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis, 15RU, no PS, no Fan Tray	1	\$5,225.00	\$5,225.00
Fan Tray Options					
WS-C6509-E-FAN	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1	\$272.25	\$272.25
Module Option 1					
Supervisor Options					
WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$15,400.00	\$15,400.00
Compact Flash Options					
MEM-C6K-CPTFL256M	MEM-C6K-CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1	\$495.00	\$495.00
MSFC2 DRAM Options					
MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$-	\$-
RF Boot Flash Upgrade Options					
BF-S720-64MB-RP	BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	1	\$-	\$-
SP Boot Flash Upgrade Options					
CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF included)	1	\$-	\$-
Flash Memory Options					

MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$-	\$-
Supervisor DRAM Options					
MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$-	\$-
Module Option 2					
Ethernet Modules					
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 5					
Ethernet Modules					
WS-X6748-GE-TX	WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ45	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 7					
Services Module Options					
WS-SVC-NAM-2	WS-SVC-NAM-2	Catalyst 6500 Network Analysis Module-2	1	\$16,497.25	\$16,497.25
NAM Software Options					
SC-SVC-NAM-3.5	SC-SVC-NAM-3.5	Cisco Catalyst 6500 Series NAM Software 3.5	1	\$-	\$-
Power Cables					
2500W, 3000W, and 6000W Power Cables					

CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	4	\$-	\$-
Power Supply Options					
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
Software Options					
Supervisor 720 Software					
Native IOS					
S731SISK9-12218SXF	S731SISK9-12218SXF	Cisco CAT6000-SUP720 IOS IP SERVICES SSH	1	\$-	\$-
Cisco Smartnet	CON-SNT-WS-C6509	1 year 8x5 NBD Smartnet Coverage	1	\$-	\$-
	CON-SNT-WSSVNAME2	SMARTNET 8X5XNBD Catalyst 6500 Networ	1	\$-	\$-
	WS-C6509-E 201 DistBik S2 - Total Price				\$ 59,889.50
WS-C6509-E Contr_DistBik_S1	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis, 15RU,no PS,no Fan Tray	1	\$5,225.00	\$5,225.00
Fan Tray Options					
WS-C6509-E-FAN	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1	\$ 272.25	\$ 272.25
Module Option 1					
Supervisor Options					
WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$ 15,400.00	\$ 15,400.00
Compact Flash Options					
MEM-C6K-CPTFL256M	MEM-C6K-CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1	\$ 495.00	\$ 495.00
MSFC2 DRAM Options					
MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$-	\$-
RF Boot Flash Upgrade Options					
BF-S720-64MB-RP	BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	1	\$-	\$-
SP Boot Flash Upgrade Options					

CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF included)	1	\$-	\$-
Flash Memory Options					
MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$-	\$-
Supervisor DRAM Options					
MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$-	\$-
Module Option 2					
Ethernet Modules					
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 5					
Ethernet Modules					
WS-X6748-GE-TX	WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 7					
Services Module Options					
WS-SVC-NAM-2	WS-SVC-NAM-2	Catalyst 6500 Network Analysis Module-2	1	\$16,497.25	\$16,497.25
NAM Software Options					
SC-SVC-NAM-3.5	SC-SVC-NAM-3.5	Cisco Catalyst 6500 Series NAM Software 3.5	1	\$-	\$-

Power Cables								
2500W, 3000W, and 6000W Power Cables								
CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	4		\$-			\$-
Power Supply Options								
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1		\$2,750.00			\$2,750.00
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1		\$2,750.00			\$2,750.00
Software Options								
Supervisor 720 Software								
Native IOS								
S731SK9-12218SXF	S731SK9-12218SXF	Cisco CAT6000-SUP720 IOS IP SERVICES SSH	1		\$-			\$-
Cisco Smartnet	CON-SNT-WS-C6509	1 year 8x5 NBD Smartnet Coverage	1		\$-			\$-
	CON-SNT-WSSVNAME2	SMARTNET 8X5XNBD Catalyst 6500 Networ	1		\$-			\$-
WS-C6509-E Corr DistBik S1 - Total Price \$ 59,889.50								
WS-C6509-E Corr DistBik S2	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis, 15RU, no PS, no Fan Tray	1		\$5,225.00			\$5,225.00
Fan Tray Options								
WS-C6509-E-FAN	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1		\$ 272.25			\$ 272.25
Module Option 1								
Supervisor Options								
WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1		\$ 15,400.00			\$ 15,400.00
Compact Flash Options								
MEM-C6K-CPTFL256M	MEM-C6K-CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1		\$ 495.00			\$ 495.00
MSFC2 DRAM Options								
MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1		\$-			\$-
RF Boot Flash Upgrade Options								

BF-S720-64MB-RP	BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	1	\$-	\$-
SP Boot Flash Upgrade Options					
CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF Included)	1	\$-	\$-
Flash Memory Options					
MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$-	\$-
Supervisor DRAM Options					
MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$-	\$-
Module Option 2					
Ethernet Modules					
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx Interface, DFC3A)	1	\$-	\$-
Module Option 5					
Ethernet Modules					
WS-X6748-GE-1X	WS-X6748-GE-1X	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx Interface, DFC3A)	1	\$-	\$-
Module Option 7					
Services Module Options					
WS-SVC-NAM-2	WS-SVC-NAM-2	Catalyst 6500 Network Analysis Module-2	1	\$16,497.25	\$16,497.25
NAM Software Options					

SC-SVC-NAM-3.5	SC-SVC-NAM-3.5	Cisco Catalyst 6500 Series NAM Software 3.5	1	\$-	\$-
Power Cables 2500W, 3000W, and 6000W Power Cables					
CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	4	\$-	\$-
Power Supply Options					
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
Software Options					
Supervisor 720 Software					
Native IOS					
S733ISK9-12218SXF	S733ISK9-12218SXF	Cisco CAT6000-SUP720 IOS IP SERVICES SSH	1	\$-	\$-
Cisco Smartnet	CON-SNT-WS- C6509	1 year 8x5 NBD Smartnet Coverage	1	\$-	\$-
	CON-SNT- WSSVNAM2	SMARTNET 8X5XNBD Catalyst 6500 Networ	1	\$-	\$-
WS-C6509-E Corr Disiblk S2 - Total Price \$ 59,889.50					
WS-C6509-E SCRCSS_Disiblk_S1	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis, 15RU,no PS,no Fan Tray	1	\$5,225.00	\$5,225.00
Fan Tray Options					
WS-C6509-E-FAN	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1	\$ 272.25	\$ 272.25
Module Option 1					
Supervisor Options					
WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$ 15,400.00	\$ 15,400.00
Compact Flash Options					
MEM-C6K-CPTFL256M	MEM-C6K- CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1	\$ 495.00	\$ 495.00
MSFC2 DRAM Options					

MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$-	\$-
RF Boot Flash Upgrade Options					
BF-S720-64MB-RP	BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	1	\$-	\$-
SP Boot Flash Upgrade Options					
CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF included)	1	\$-	\$-
Flash Memory Options					
MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$-	\$-
Supervisor DRAM Options					
MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$-	\$-
Module Option 2					
Ethernet Modules					
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 5					
Ethernet Modules					
WS-X6748-GE-TX	WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 7					
Services Module Options					

WS-SVC-NAM-2	WS-SVC-NAM-2	Catalyst 6500 Network Analysis Module-2	1	\$ 16,497.25	\$ 16,497.25
NAM Software Options					
SC-SVC-NAM-3.5	SC-SVC-NAM-3.5	Cisco Catalyst 6500 Series NAM Software 3.5	1	\$-	\$-
Power Cables					
2500W, 3000W, and 6000W Power Cables					
CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	4	\$-	\$-
Power Supply Options					
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
Software Options					
Supervisor 720 Software					
Native IOS					
S7331SK9-12218SXF	S7331SK9-12218SXF	Cisco CAT6000-SUP720 IOS IP SERVICES SSH	1	\$-	\$-
Cisco Smartnet	CON-SNT-WS-C6509	1 year 8x5 NBD Smartnet Coverage	1	\$-	\$-
	CON-SNT-WSSV/NAM2	SMARTNET 8X5XNBD Catalyst 6500 Networ	1	\$-	\$-
WS-C6509-E SCRCs DistBik S1 - Total Price \$ 59,889.50					
WS-C6509-E SCRCs DistBik S2	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis, 15RU, no PS, no Fan Tray	1	\$5,225.00	\$5,225.00
Fan Tray Options					
WS-C6509-E-FAN	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1	\$ 272.25	\$ 272.25
Module Option 1					
Supervisor Options					
WS-SUP720-3B	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$ 15,400.00	\$ 15,400.00
Compact Flash Options					

MEM-C6K-CPTFL256M	MEM-C6K-CPTFL256M	Cat6500 Sup720/Sup32 Compact Flash Mem 256MB	1	\$ 495.00	\$ 495.00
MSFC2 DRAM Options					
MEM-MSFC2-512MB	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$-	\$-
RF Boot Flash Upgrade Options					
BF-S720-64MB-RP	BF-S720-64MB-RP	Bootflash for SUP720-64MB-RP	1	\$-	\$-
SP Boot Flash Upgrade Options					
CF-ADAPTER-SP	CF-ADAPTER-SP	SP adapter for SUP720 (512MB CF included)	1	\$-	\$-
Flash Memory Options					
MEM-C6K-CPTFL512M	MEM-C6K-CPTFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$-	\$-
Supervisor DRAM Options					
MEM-S2-512MB	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$-	\$-
Module Option 2					
Ethernet Modules					
WS-X6724-SFP	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					
MEM-XCEF720-256M	MEM-XCEF720-256M	Catalyst 6500 256MB DDR, xCEF720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 5					
Ethernet Modules					
WS-X6748-GE-TX	WS-X6748-GE-TX	Cat6500 48-port 10/100/1000 GE Mod: fabric enabled, RJ-45	1	\$8,250.00	\$8,250.00
Distributed Forwarding Card Option					
WS-F6700-CFC	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$-	\$-
Memory Option					

MEM-XCEE720-256M	MEM-XCEE720-256M	Catalyst 6500 256MB DDR, xCEE720 (67xx interface, DFC3A)	1	\$-	\$-
Module Option 7					
Services Module Options					
WS-SVC-NAM-2	WS-SVC-NAM-2	Catalyst 6500 Network Analysis Module-2	1	\$ 16,497.25	\$ 16,497.25
NAM Software Options					
SC-SVC-NAM-3.5	SC-SVC-NAM-3.5	Cisco Catalyst 6500 Series NAM Software 3.5	1	\$-	\$-
Power Cables					
2500W, 3000W, and 6000W Power Cables					
CAB-7513AC	CAB-7513AC	AC POWER CORD NORTH AMERICA (110V)	4	\$-	\$-
Power Supply Options					
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
WS-CAC-6000W	WS-CAC-6000W	Cat6500 6000W AC Power Supply	1	\$2,750.00	\$2,750.00
Software Options					
Supervisor 720 Software					
Native IOS					
S733ISK9-12218SXF	S733ISK9-12218SXF	Cisco CAT6000-SUP720 IOS IP SERVICES SSH	1	\$-	\$-
Cisco Smartnet	CON-SNT-WS-C6509	1 year 8x5 NBD Smartnet Coverage	1	\$-	\$-
	CON-SNT-WSSVNAM2	SMARTNET 8X5XNBD Catalyst 6500 Networ	1	\$-	\$-
WS-C6509-E SCRCs DistBik S2 - Total Price \$ 59,889.50					
WS-C6509-E 600 Adams_DistBik_S1	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis, 15RU, no PS, no Fan Tray	1	\$5,225.00	\$5,225.00
Fan Tray Options					
WS-C6509-E-FAN	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1	\$ 272.25	\$ 272.25
Module Option 1					
Supervisor Options					